

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“Chin Chopa,” and the following individuals:
Justin Cook, Timothy Rodgers, Sai
Parvathareddy, Danielle Lantz, Brandon Wong,
Bharath Kumar Gandhe, Berkcan Turkmenoglu,
and Mike Ahlert,

Defendants.

No.

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

I. INTRODUCTION

1. Amazon brings this case against an international fraud organization called Chin Chopa, which is responsible for stealing over a million dollars of product from Amazon's online stores through systematic refund abuse, which is a form of organized retail crime. Through this lawsuit, Amazon aims to expose Defendants' conspiracy and hold them accountable for their fraudulent activity.

2. Protecting customers and earning the trust of selling partners are core values at Amazon. Retail theft is a persistent problem that plagues online and physical retailers alike. One form of retail theft involves systematic refund fraud, which undermines Amazon's ability to efficiently serve customers and selling partners. Customers who shop in Amazon's online stores should be delighted with their purchases, and if they are not, they should be able to easily return the product. Amazon has built one of the most trusted brands in the world, in part based on its highly trusted customer service and refund process. Sophisticated fraudsters—like Defendants—exploit the refund process for their own financial gain. Their activity leaves retailers and honest consumers to bear the brunt of increased costs, decreased inventory, and poor return experiences.

3. Defendants are individuals from around the world who operate under the name "Chin Chopa." Chin Chopa is part of an underground industry that offers fraudulent refunds to users. Among other places, Chin Chopa operates a Telegram channel that has over 2,000 followers where they brazenly advertise refund services that they fully admit are fraudulent. In this scheme, bad actors who want a free product (like an iPad) pay Chin Chopa a fee (such as 30% of the product's cost) to obtain a fraudulent refund. Chin Chopa uses sophisticated methods to obtain the refund, including socially engineering Amazon customer service. The Defendants' scheme tricks Amazon into processing refunds for products that are never returned; instead of returning the products as promised, Defendants keep the product *and* the refund. Chin Chopa boasts that the organization has fraudulently refunded over 10,000 orders from Amazon. Defendants in this case include Chin Chopa's operators and certain egregious Chin Chopa users who conspired to defraud Amazon. Amazon previously alerted Defendants that their activity

was fraudulent, but they have brazenly continued to conduct refund fraud. This lawsuit holds Defendants accountable for the significant harm caused to retailers and consumers.

II. PARTIES

A. Amazon Plaintiffs

4. Amazon.com, Inc., is a Delaware corporation with its principal place of business in Seattle, Washington.

5. Amazon.com Services LLC is a Delaware company with its principal place of business in Seattle, Washington. Amazon.com Services LLC is the successor to Amazon.com Services, Inc.

6. Amazon Technologies, Inc., is a Nevada corporation with its principal place of business in Seattle, Washington.

B. Defendants

7. Defendants are known and unknown parties who conspired and operated in concert with each other to engage in the refund fraud scheme detailed in this Complaint. Defendants are subject to liability for their wrongful conduct both directly and under principles of secondary liability including, without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

8. Defendants fall into two categories: (1) currently unknown parties who operate Chin Chopa, a refund fraud service provider (collectively, “Chin Chopa Operator Defendants”); and (2) known individuals who engaged with Chin Chopa’s fraud service to obtain refunds for products (collectively, “Chin Chopa User Defendants”).

(1) Chin Chopa Operator Defendants

9. Defendants Does 1-20 are individuals and/or entities working in active concert with each other to operate a refund fraud service provider doing business as Chin Chopa. The identities of the Chin Chopa Operator Defendants are presently unknown to Amazon. The Chin Chopa Operator Defendants advertise their services and conduct the fraudulent scheme through numerous methods, including the Telegram accounts @CHINCHOPAREFUND, @chopa,

1 @CHINCHOPAACCS; @CHIN_CHOPA_REFUND; and the Nulled account choparefund.

2 While operating under the name Chin Chopa, they have taken deliberate steps to conceal their
3 true identities.

4 **(2) Chin Chopa User Defendants**

5 10. Justin Cook is an individual who, on information and belief, resides in Newnan,
6 Georgia.

7 11. Timothy Rodgers is an individual who, on information and belief, resides in
8 Atlanta, Georgia.

9 12. Sai Parvathareddy is an individual who, on information and belief, resides in
10 Garner, North Carolina.

11 13. Danielle Lantz is an individual who, on information and belief, resides in
12 Menomone, Wisconsin.

13 14. Brandon Wong is an individual who, on information and belief, resides in
14 Burnaby, British Columbia, Canada.

15 15. Bharath Kumar Gandhe is an individual who, on information and belief, resides in
16 Jonesboro, Arkansas.

17 16. Berkcan Turkmenoglu is an individual who, on information and belief, resides in
18 Brooklyn, New York.

19 17. Mike Ahlert is an individual who, on information and belief, resides in Lake City,
20 Minnesota.

21 **III. JURISDICTION**

22 18. The Court has subject matter jurisdiction over Amazon's federal claims for
23 trademark infringement (15 U.S.C. § 1114), and violations of Section 43(a) of the Lanham Act
24 (15 U.S.C. § 1125(a)), under 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a).

25 19. The Court has ancillary subject matter jurisdiction over Amazon's common law
26 claims for fraudulent misrepresentation, negligent misrepresentation, conversion, unjust
27 enrichment, breach of contract, and civil conspiracy because they are substantially related to the

1 federal claims.

2 20. The Court also has diversity jurisdiction over Amazon's claims against the
3 Defendants under 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000 and is
4 between citizens of different states or, to the extent Chin Chopa Operating Defendants reside
5 abroad, between citizens of a state and citizens of a foreign state.

6 21. The Chin Chopa Operator Defendants and Chin Chopa User Defendants have
7 consented to the exclusive jurisdiction of this Court by agreeing to the Amazon Conditions of
8 Use ("COU"),¹ which provides that any dispute or claim relating in any way to accessing or
9 shopping at Amazon.com will be adjudicated in the state or federal courts in King County,
10 Washington.

11 22. The Court has personal jurisdiction over the Defendants because they each
12 transacted business and committed tortious acts within and directed to this District at all times
13 material to the allegations herein. Amazon's claims arise from those activities, and Defendants
14 intentionally harmed Amazon, which resides in this District. The Chin Chopa Operator
15 Defendants and Chin Chopa User Defendants affirmatively undertook to do business with
16 Amazon, and the principal place of business for Amazon.com, Inc., Amazon.com Services LLC,
17 and Amazon Technologies, Inc., is in Seattle, Washington. The Chin Chopa Operator
18 Defendants and the Chin Chopa User Defendants established a binding and enforceable contract
19 with Amazon.com Services LLC by consenting to Amazon's COU. Further, the Chin Chopa
20 Operator Defendants, by accessing the Chin Chopa User Defendants' Amazon accounts as part
21 of the scheme, also established a binding and enforceable contract with Amazon.com Services
22 LLC.

23 23. The Court also has personal jurisdiction over the Defendants under 18 U.S.C.
24 § 1965(b) because the Defendants have sufficient minimum contacts with the United States, and
25 Amazon's claims arise from those contacts.

26 24. Venue is proper in this Court under 28 U.S.C. § 1391(b) because a substantial part
27

¹ Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM>.

1 of the events giving rise to the claims occurred in the District. Venue is also proper in this Court
 2 because the Chin Chopa User Defendants and Chin Chopa Operator Defendants consented to it
 3 under the COU.

4 25. Intra-district assignment to the Seattle Division is proper because the claims arose
 5 in this Division where (a) Amazon resides, (b) injuries giving rise to suit occurred, and
 6 (c) Defendants directed their unlawful conduct. *See* Local Civil Rule 3(e).

8 IV. FACTS

9 A. Amazon Product Returns

10 26. Amazon is a highly trusted brand. Customers around the world enjoy shopping in
 11 Amazon's stores for products and services. One of Amazon's most popular features is its user-
 12 friendly order and return policies.

13 27. Amazon fulfills customer orders by retrieving the product from its source location
 14 (such as an Amazon fulfillment center) and shipping the product to the customer's location using
 15 Amazon's own shipping services, the U.S. Postal Service ("USPS"), or a common carrier (e.g.,
 16 UPS, FedEx, DHL, etc.).

17 28. Customers can initiate a product return to Amazon by contacting Amazon through
 18 a variety of methods, including on Amazon's mobile app, emailing, conducting an online chat
 19 session, completing an online form, or calling customer service. Once a return request is
 20 processed, customers receive a shipping label to send the product back to Amazon. Refunds are
 21 generally credited to the payment method (typically a credit or debit card) connected to the
 22 customers' accounts. If a customer fails to return the product, Amazon may refuse to grant a
 23 refund or rebill the customer for the product.

24 29. In addition to obtaining a refund through a product return, Amazon allows
 25 customers to request a refund for products that are not delivered, or arrive damaged, are
 26 inoperable, or deficient in some other way. If the refund request is granted by Amazon, the order
 27 amount is credited back to the customer using the payment method associated with the

1 customer's account.

2 30. There is no fee to obtain a refund from Amazon, and Amazon offers robust
3 customer support to aid in the refund process.

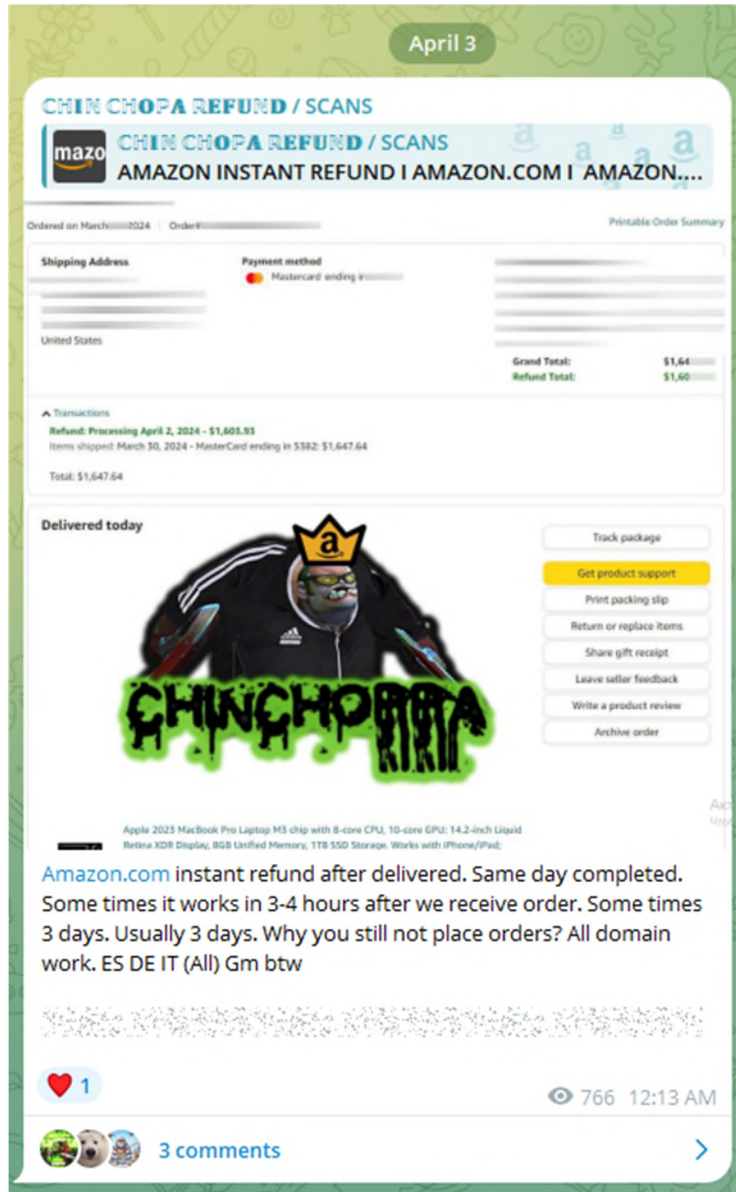
4 **B. Refund Fraud as a Service**

5 31. Genuine refunds are a standard and expected component of the retail industry.
6 Amazon customers should be delighted with their purchases, and they should have the ability to
7 easily return a product if they are not.

8 32. Unfortunately, fraudsters exploit the refund process for their own financial gain to
9 the detriment of honest consumers and retailers who must bear the brunt of increased costs,
10 decreased inventory, and service disruption that impacts genuine customers. Refund fraud, a
11 form of organized retail crime, affects the entire retail industry, including physical and online
12 retailers alike.

13 33. Some fraudsters—like Defendants—have created organized operations to
14 systematically defraud retailers at scale. These operations, such as Chin Chopa, have created
15 illegitimate “businesses” offering fraudulent refunds to individuals around the world who are
16 knowingly engaging with and participating in the fraud in order to receive expensive electronics
17 and other products for free. These fraudulent schemes operate as an underground industry that
18 enables a multitude of bad actors to conspire to take part in (and benefit from) sophisticated
19 fraudulent activity.

20 34. These organized refund fraudsters brazenly advertise their services across
21 numerous forums and social media channels—competing against each other to partner with other
22 bad actors to grow their organization. Among other tactics, they post user testimonials on
23 messaging channels demonstrating the success of the operation. These user testimonial posts are
24 referred to as “vouches.” In order to avoid detection, refund fraudsters will substitute or obscure
25 identifying data. The following is a sample vouch bragging about a \$1,647.64 Amazon theft
26 posted on Chin Chopa's channel:
27



C. Amazon's Efforts To Stop Fraudulent Refund Schemes

35. Amazon takes considerable measures to combat organized retail crime—including return fraud. In 2022 alone, Amazon spent \$1.2 billion and employed over 15,000 people to fight theft, fraud, and abuse across its stores. Amazon uses sophisticated machine learning (“ML”) models to proactively detect and prevent fraud. It also employs investigators to manually review activity to prevent fraud. When fraud is detected, Amazon takes a variety of measures to stop the activity, including warning customers against continued activity, closing accounts, and preventing customers who engaged in refund fraud from opening new accounts.

36. Further, Amazon has specialized teams that detect, investigate, and stop the most egregious fraud driving increased costs and disruption to services for genuine customers. These teams work around the world to aggregate fraud activity and attribute the activity to specific criminals. This work feeds direct action against the bad actors.

37. Amazon's Customer Protection & Enforcement team ("CPE") works to combat external threats that harm customers, partners, and Amazon. Comprised of attorneys, former prosecutors, and expert analysts, CPE investigates and stops organized crime schemes affecting customers, partners, and Amazon—including refund fraud like this case. CPE takes direct legal action against the bad actors responsible for the harm, including working with law enforcement around the world to hold the bad actors accountable.

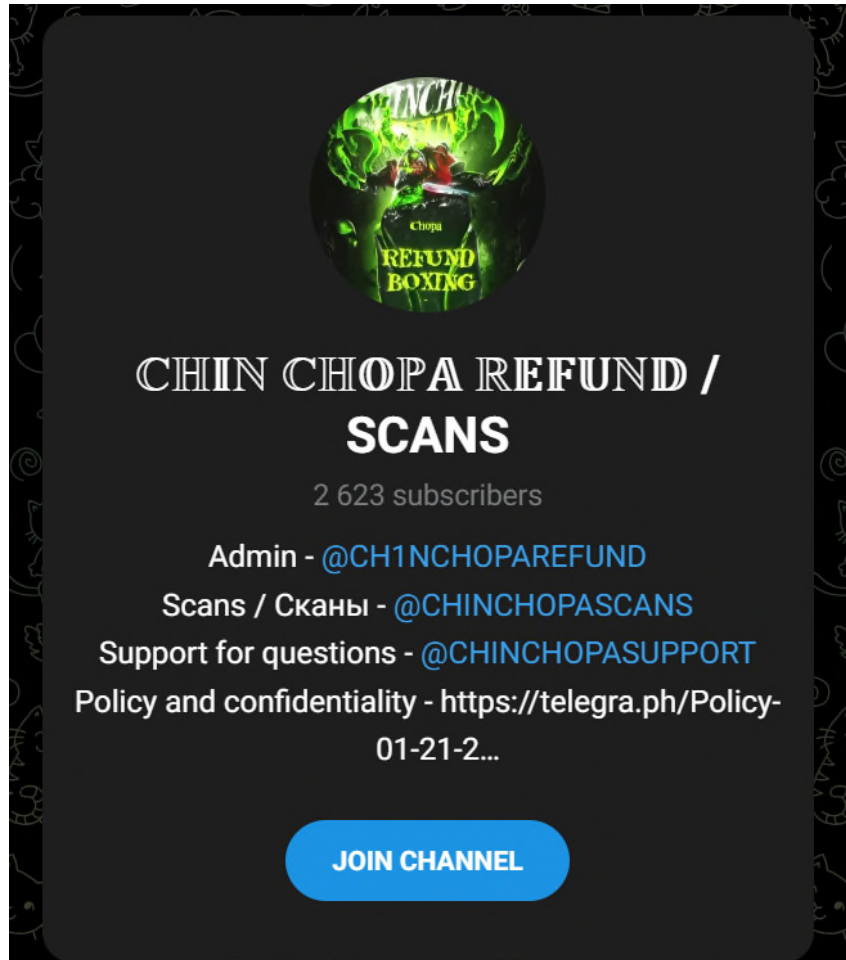
38. As part of its efforts to combat refund fraud, CPE has taken direct action and supported law enforcement action against the bad actors responsible for numerous refund fraud schemes, resulting in arrests as well as criminal and civil damages.² Amazon continues to investigate and take action against refund fraud schemes—like the one Defendants operate.

D. The Chin Chopa Operator Defendants' Role in the Fraudulent Scheme

39. Chin Chopa targets Amazon's online stores in the United States, Canada, and Europe. Among other places, the Chin Chopa Operator Defendants use the Telegram accounts "@CHINCHOPAREFUND," "@chopa," "@CHINCHOPAACCS" and "@CHIN_CHOPA_REFUND" to advertise their services and interact with people seeking to obtain fraudulent refunds from Amazon. The Chin Chopa Operator Defendants also advertise their services and interact with people seeking fraudulent refunds on Nulled (under username "choparefund").

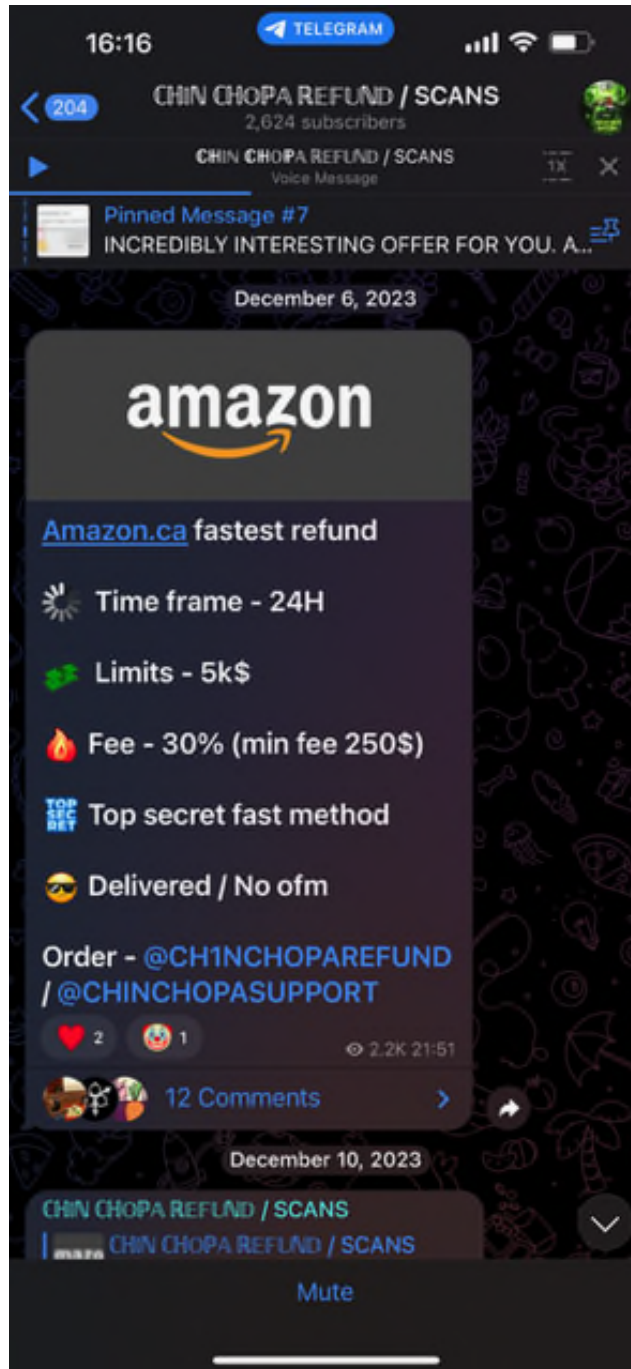
² See e.g., Press Release, United States Attorney's Office Western District of Washington, Dearborn, Michigan, man indicted for conspiracy, wire, and mail fraud for nearly \$4 million refund fraud on U.S. retailers (Sept. 27, 2023), <https://www.justice.gov/usao-wdwa/pr/dearborn-michigan-man-indicted-conspiracy-wire-and-mail-fraud-nearly-4-million-refund>; Press Release, United States Attorney's Office Northern District of Oklahoma, Ten Members of International Cyber Fraud Ring Indicted for "Refund Fraud" Scheme Targeting Online Retailers (Nov. 9, 2023), <https://www.justice.gov/usao-ndok/pr/ten-members-international-cyber-fraud-ring-indicted-refund-fraud-scheme-targeting>; and Press Release, United States Attorney's Office Northern District of Alabama, Member of "Noir's Luxury Refunds" Telegram Channel Pleads Guilty to Fraud (Mar. 19, 2024), <https://www.justice.gov/usao-ndal/pr/member-noirs-luxury-refunds-telegram-channel-pleads-guilty-fraud>.

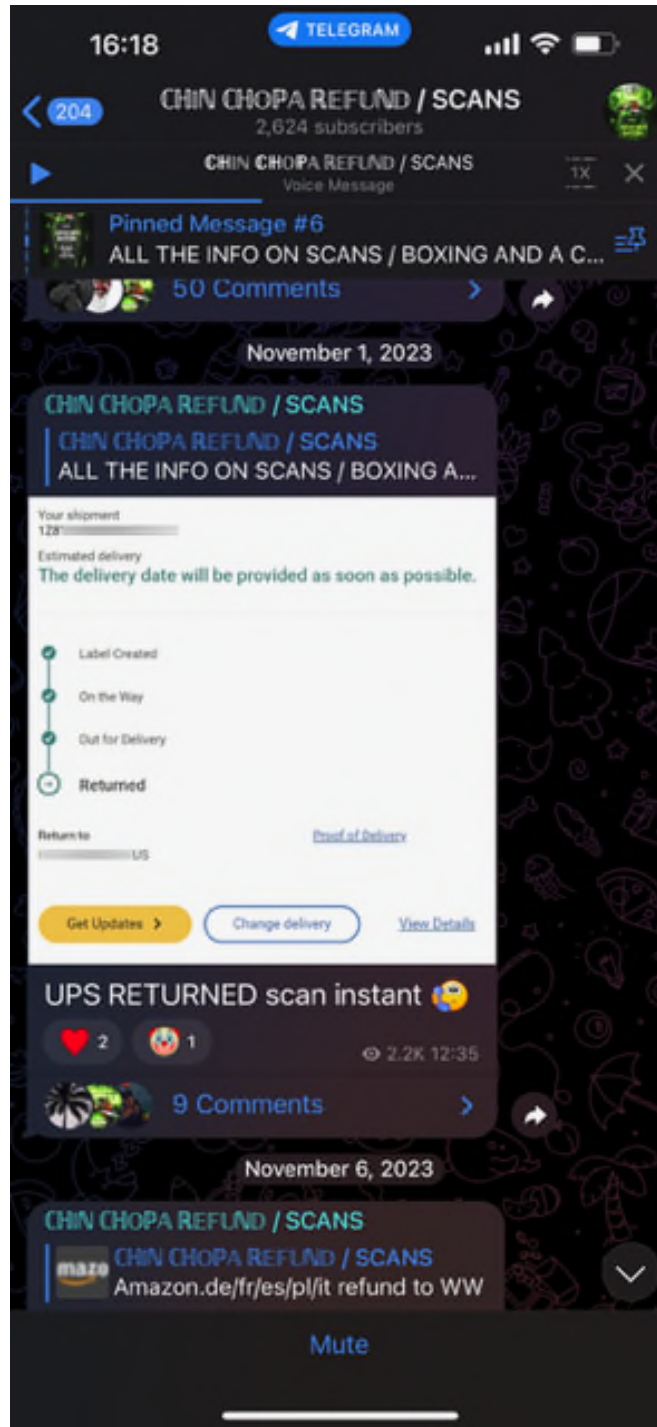
40. Chin Chopa's primary Telegram channel, "@CH1NCHOPAREFUND," advertises its page as "CHIN CHOPA REFUND / SCANS" and had 2,623 subscribers as of February 21, 2024.³ Since the beginning of 2023, Chin Chopa has posted over \$1,260,464.18 in vouchers for Amazon refunds. The channel was created on May 16, 2022, and started advertising its services the same day. The following is a screenshot of the channel information:



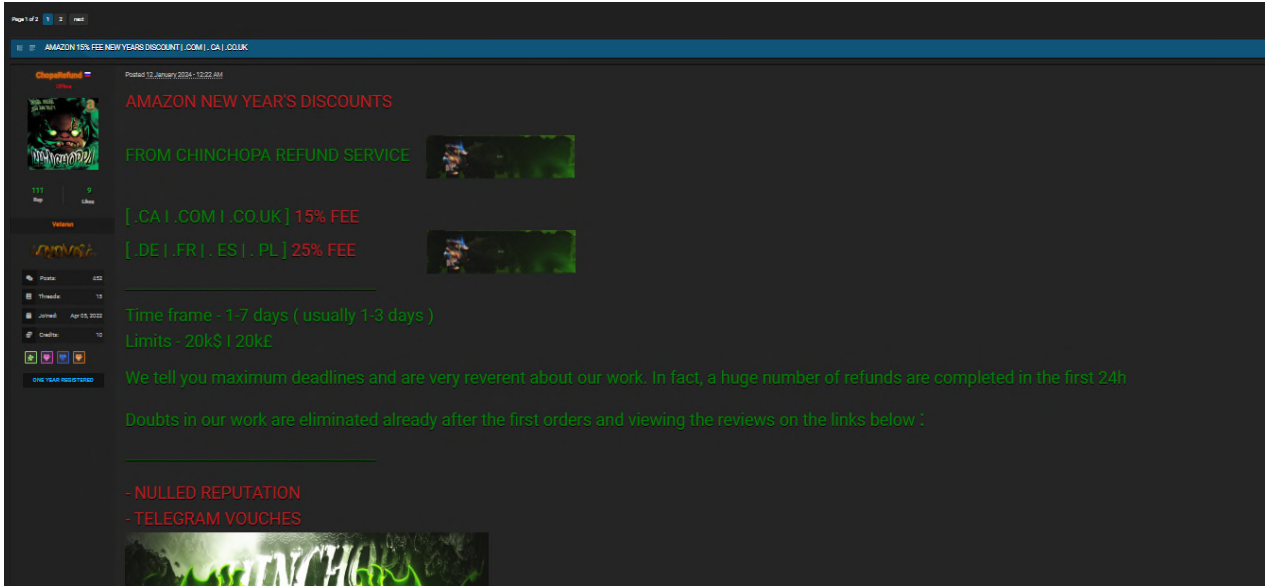
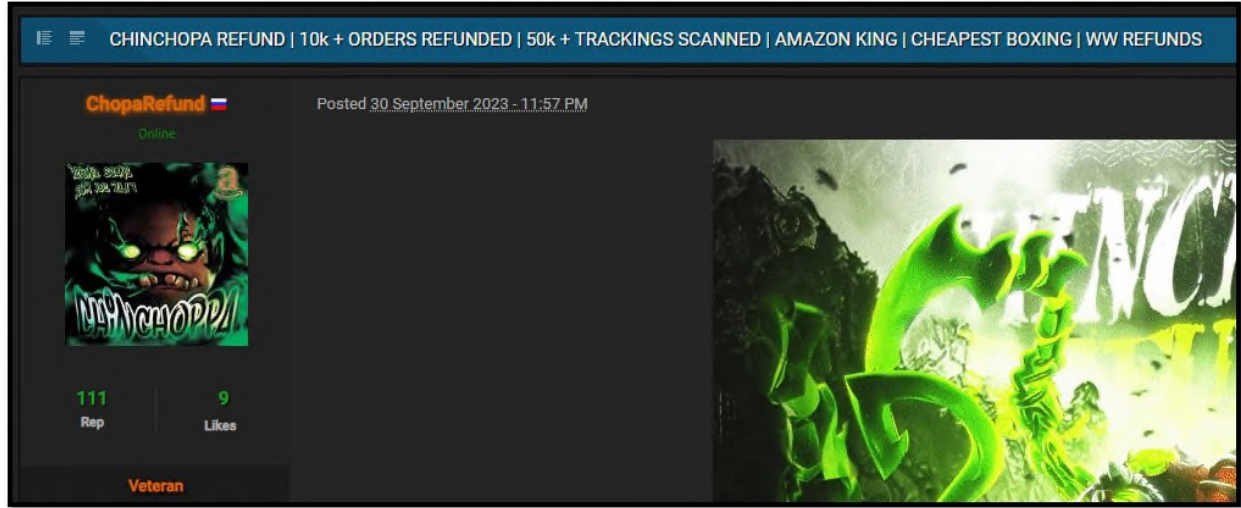
41. Chin Chopa advertises "instant refunds" with a 24-hour turnaround time for Amazon. Chin Chopa also claims to provide "instant scans" through UPS scan manipulation. Screenshots are provided on the following pages:

³ On July 22, 2024, Chin Chopa posted an update directing users to a new account, @CHIN_CHOPA_REFUND, after allegedly losing control of or access to the @CH1NCHOPAREFUND account. As of July 23, 2024, the @CH1NCHOPAREFUND account remained online.



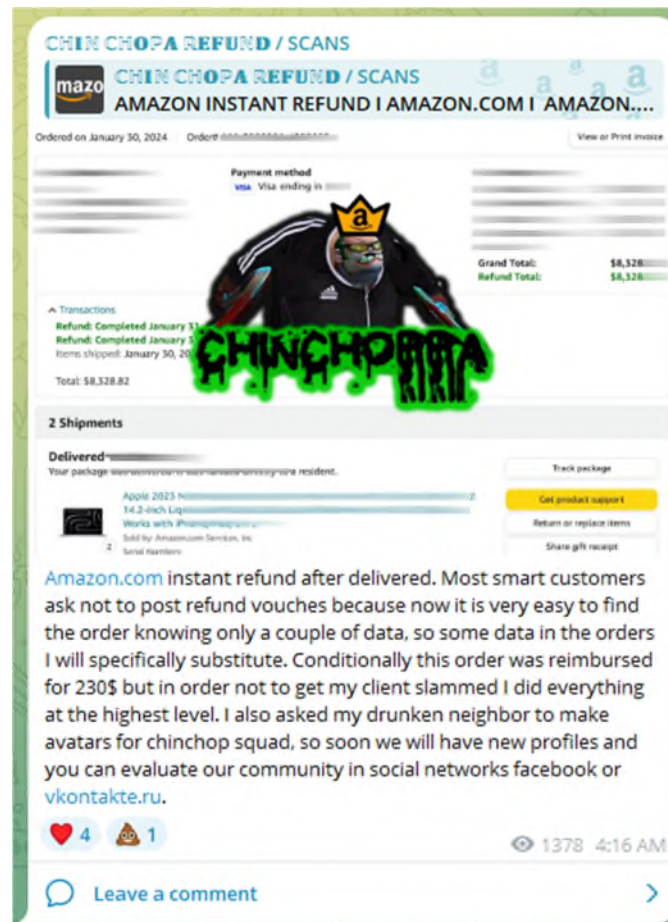


42. Chin Chopa's Nulled account also describes the services Chin Chopa offers. The following are two posts in which Chin Chopa advertises "10k+ orders refunded," with "50k+ tracking," while operating in North America and Europe.



43. Amazon is one of the retailers Chin Chopa targets. Chin Chopa advertises that it provides refunds within “1-7 days (usually 1-3 days).” Chin Chopa also prominently features Amazon’s trademarks, drawing attention and interest from Amazon customers. The following are partial screenshots of two different posts on the Chin Chopa Refund / Scans channel about Amazon returns, each depicting Amazon trademarks without authorization:

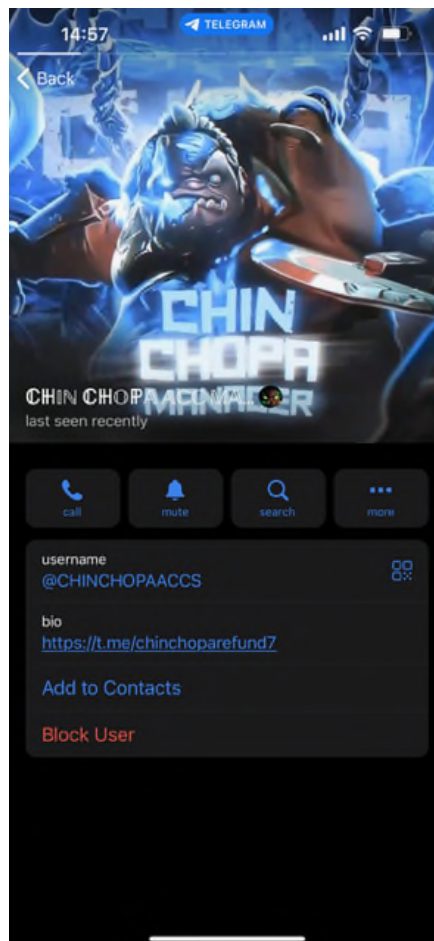
[screenshots on the following pages]



44. Chin Chopa capitalizes on Amazon's reputation and goodwill by using Amazon's trademarks to help generate interest in Chin Chopa's refund fraud services. Customers are drawn to Chin Chopa's channels under the false impression that Chin Chopa offers legitimate Amazon return services, which are detailed directly underneath Amazon's logo. As customers continue navigating Chin Chopa's channels, the illegal nature of its services becomes apparent, but that does not diminish the marketing benefits that Chin Chopa gained with potential customers by using Amazon's trademarks.

45. Chin Chopa charges its users between a 20% and 30% fee for Amazon refunds.

46. Chin Chopa's users begin by placing an order directly from a retailer, like Amazon. Once an order is placed, Chin Chopa users are directed to contact "CHIN CHOPA ACC MANAGER" (@CHINCHOPAACCS) to obtain the refund. A partial screenshot of this account is provided below:



1 47. Chin Chopa then uses social engineering to obtain refunds for their users. Users
2 provide their Amazon login credentials to Chin Chopa, and Chin Chopa contacts Amazon
3 customer service posing as the user. Chin Chopa provides false information to manipulate the
4 customer service associate to grant their users a refund.

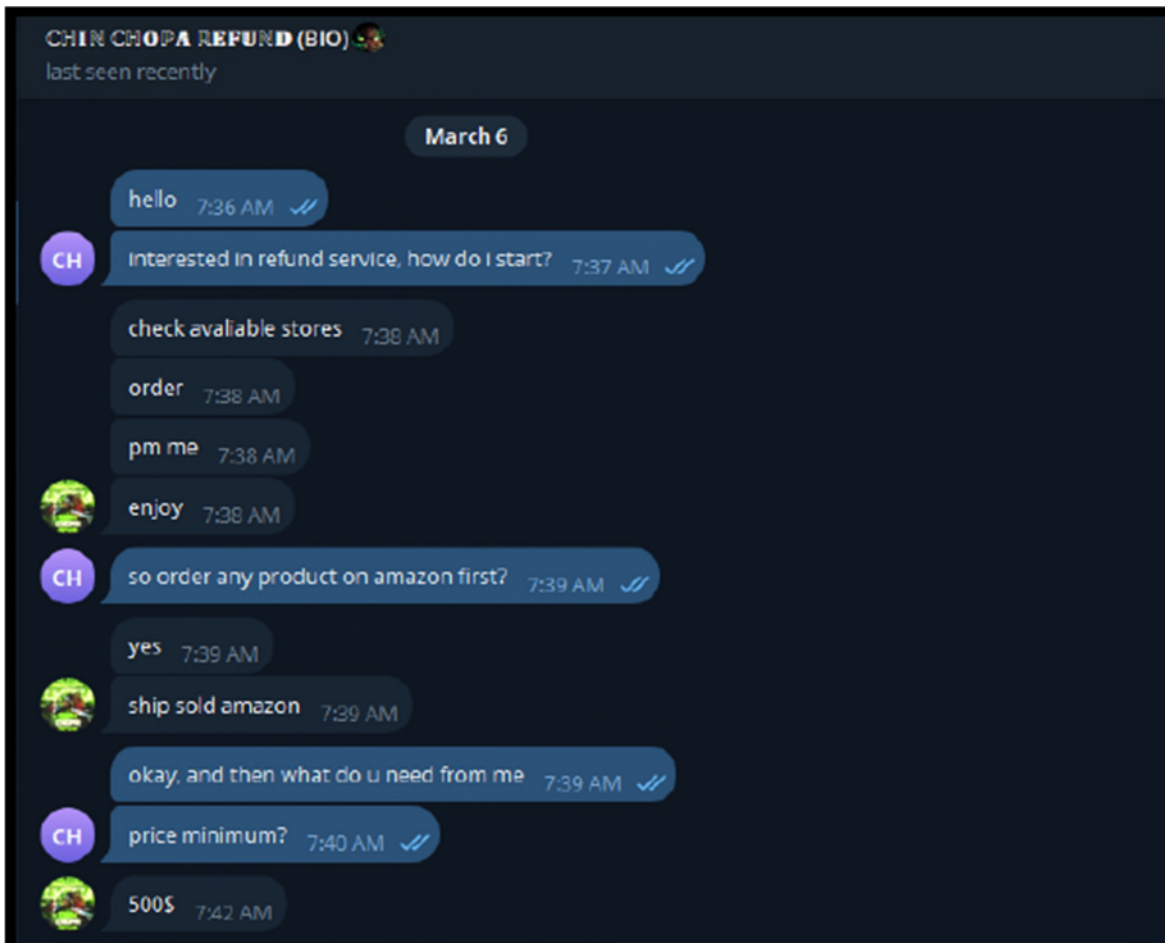
5 48. Typically, Chin Chopa claims the item received was an empty package. In some
6 instances, Amazon Customer Service requests a police report be filed and the information sent to
7 Amazon. In these cases, the customer account sends a police report for the incident. The police
8 reports sent by the customer attributed to Chin Chopa all appear fraudulent—with mismatching
9 signatures, similar formatting, and unusual case numbering.

10 49. In employing the fraud schemes detailed in the preceding paragraphs, the Chin
11 Chopa Operator Defendants act in concert with the Chin Chopa User Defendants to circumvent
12 Amazon's controls to prevent refund fraud. Defendants' scheme has caused Amazon to provide
13 over a million dollars in refunds for products that are not returned. Amazon has also incurred
14 significant customer support costs to process the fraudulent refunds and substantial expenses in
15 excess of \$75,000 to investigate Defendants' fraudulent activities.

16 **E. Amazon Verification of Chin Chopa's Fraudulent Services**

17 50. An investigator working for Amazon's outside counsel initiated a chat
18 conversation on Telegram with the user @CH1NCHOPAREFUND, who is listed as an Admin
19 on Chin Chopa's Telegram channel.

20 51. Through Telegram, Chin Chopa told the investigator that the minimum price of a
21 product order to retain Chin Chopa's services was \$500. A screenshot of this initial conversation
22 is provided on the following page:
23
24
25
26
27



52. Chin Chopa also told the investigator that after placing an order for the product, Chin Chopa would log into the investigator's account to complete the refund. Screenshots of this conversation are provided below and on the following page:



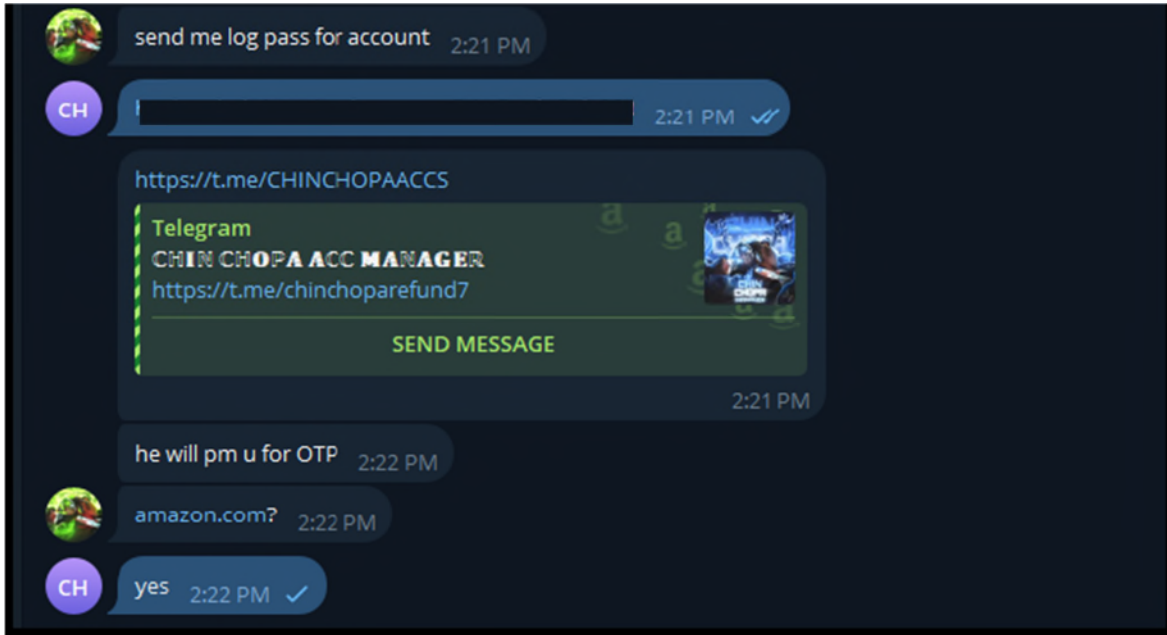


53. The investigator placed an order on Amazon.com for an Apple iPad Air (5th Generation): with M1 chip, 10.9-inch Liquid Retina Display, 256GB, Wi-Fi 6, 12MP front/12MP Black Camera, Touch ID, All-Day Battery Life – Space Gray to be shipped to an address in the U.S.

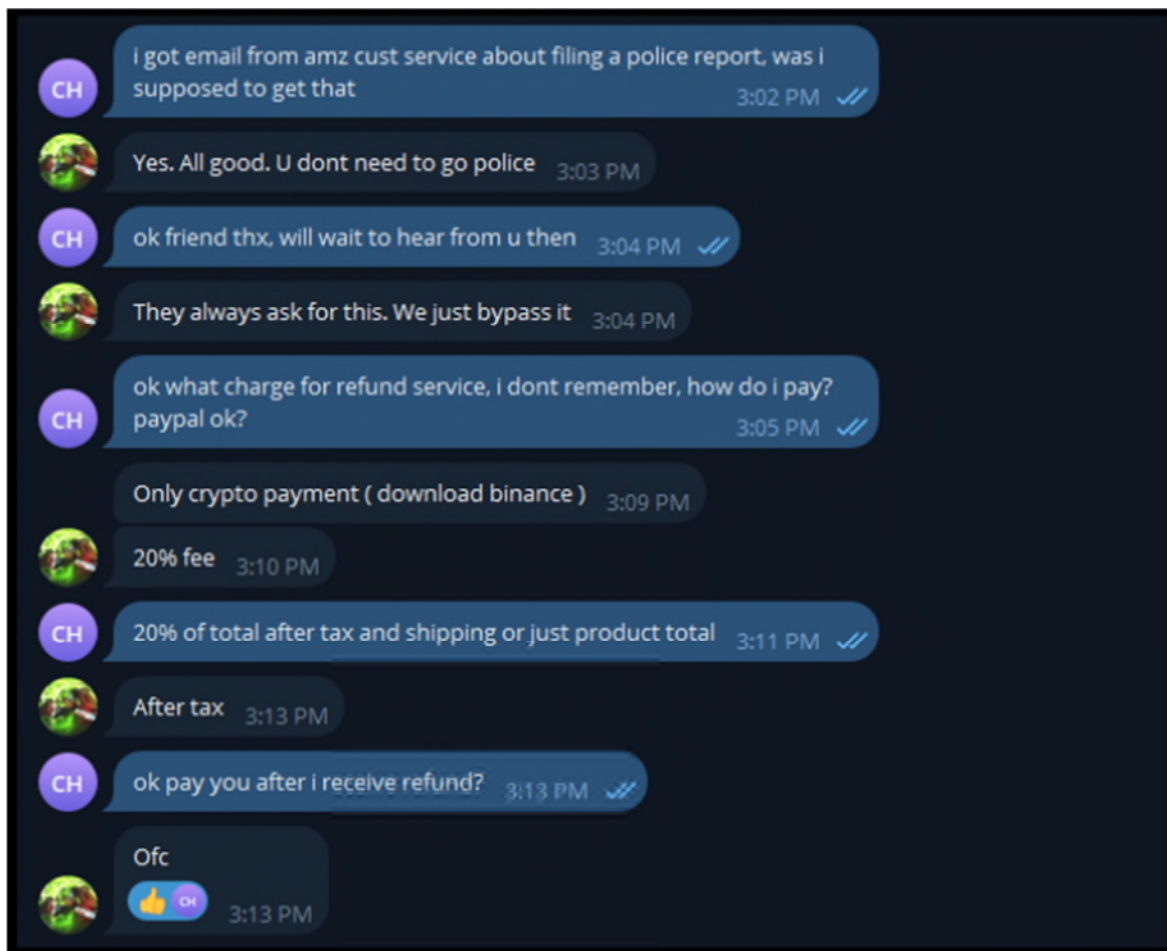
54. Amazon charged the investigator \$635.99, including fees and taxes, and provided the investigator with an order number and a link to Amazon shipment tracking. The investigator received the Apple iPad Air—exactly as ordered—at the intended address.

55. Soon after making the purchase, the investigator initiated another conversation on Telegram with the user @CH1NCHOPAREFUND. Chin Chopa requested the login information

for the investigator's account, which the investigator provided. Chin Chopa also indicated another account, "CHIN CHOPA ACC MANAGER," would message the investigator for a one-time password to the investigator's account. A screenshot of this conversation is provided below:



56. Through Telegram, Chin Chopa stated that Amazon "always" asks for a police report but stated that they "just bypass it." Chin Chopa also confirmed that the fee for refund services was 20% after tax, stated Chin Chopa only accepted "crypto payment" and instructed the investigator to "download binance." A screenshot of this conversation is provided on the following page:



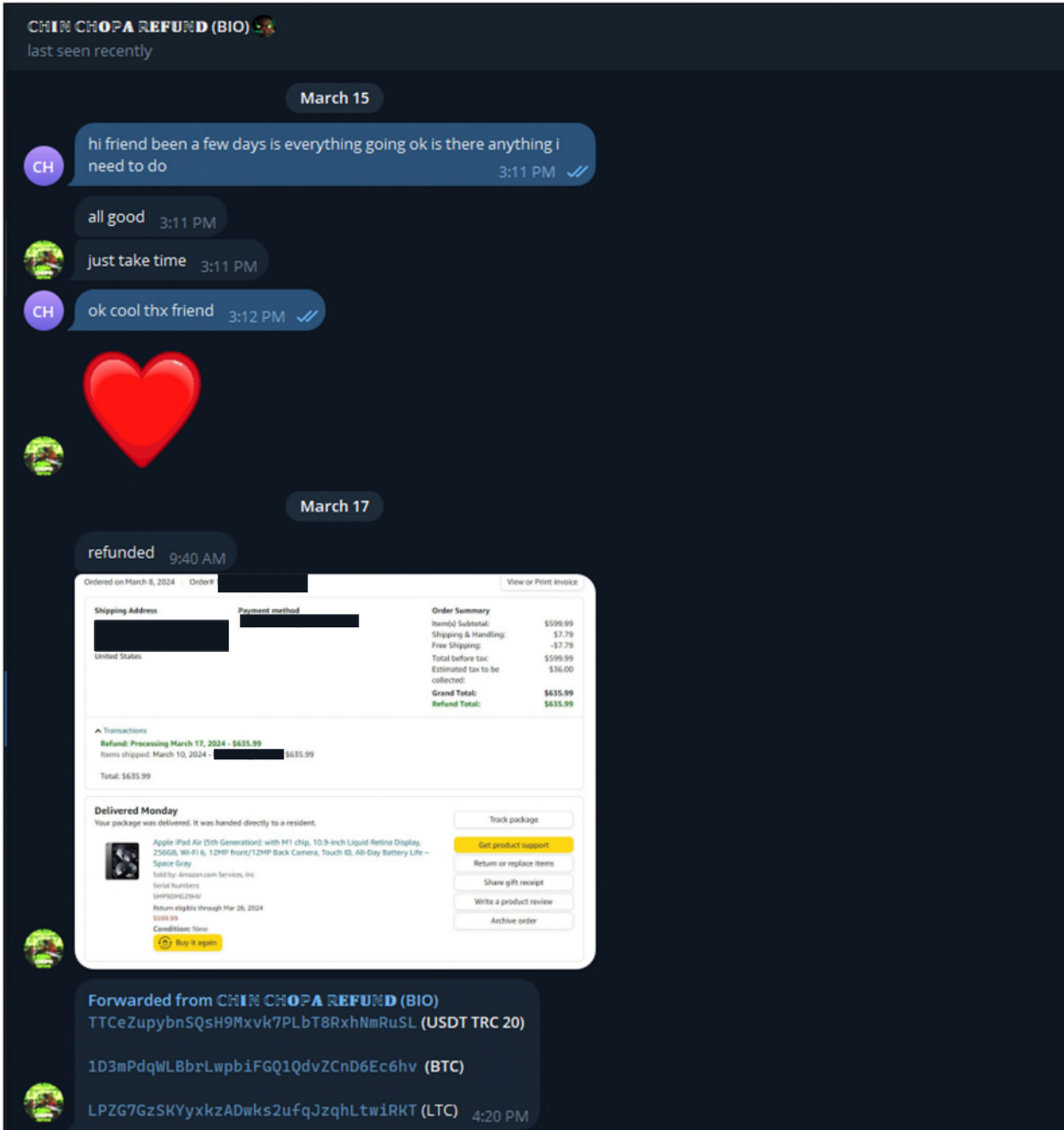
57. In the days after this exchange, Chin Chopa accessed the investigator's account multiple times to facilitate the fraudulent refund. The investigator received three emails indicating that someone had signed into the investigator's account and that a refund was issued because of false representations to Amazon that the product was not received. Specifically, Chin Chopa falsely represented to Amazon that the investigator received a box without the ordered iPad. Chin Chopa also falsely represented that the investigator filed a police report detailing the missing product. Chin Chopa ended and restarted customer service conversations, asked for supervisors, and switched between English- and Spanish-speaking representatives until he found a customer service associate that would grant the refund.

58. Ten days after the initial purchase, Amazon issued a refund in the amount of \$635.99 to the investigator's debit card based on the false representations made by Chin Chopa.

59. Shortly after, the investigator received a chat on Telegram from the user

@CH1NCHOPAREFUND stating that the investigator was “refunded,” providing a screenshot from the investigator’s Amazon account confirming the refund in the amount of \$635.99, and providing the following Bitcoin wallet address to complete payment:

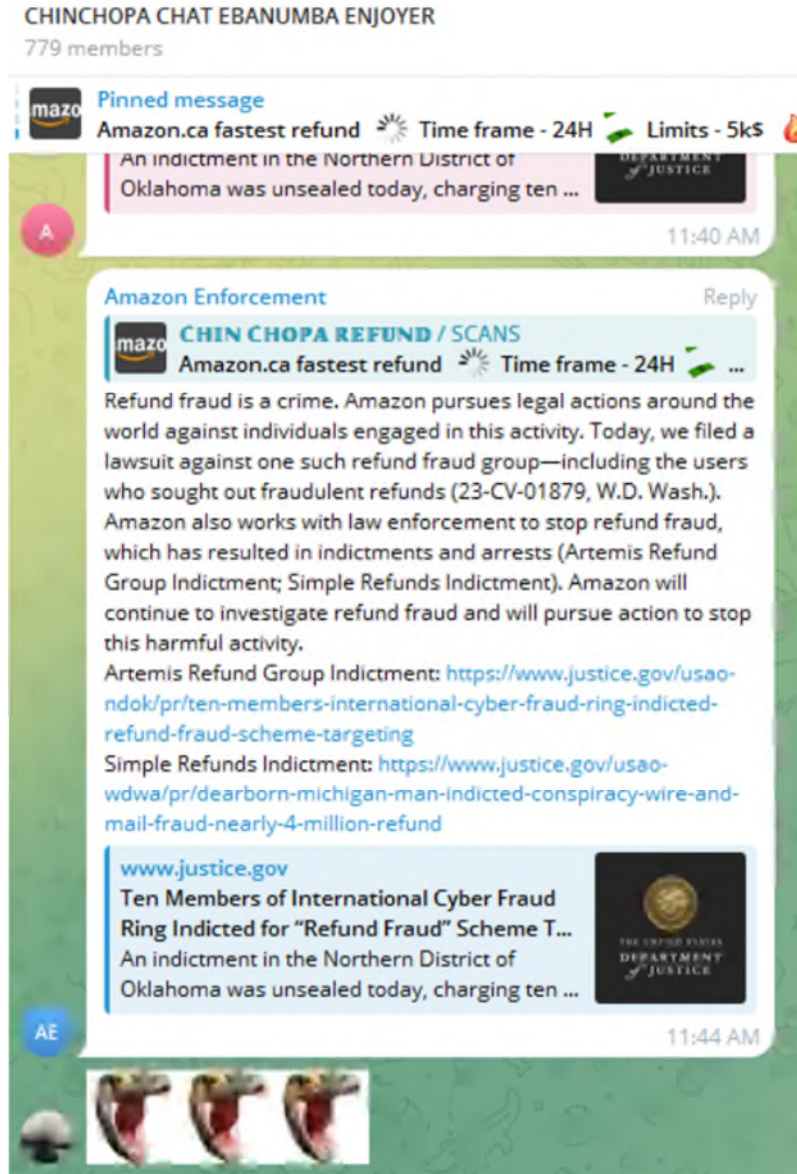
1D3mPdQWLBbrrlpbiFGQ1QdvZCnD6Ec6hv. A screenshot of this conversation is below:



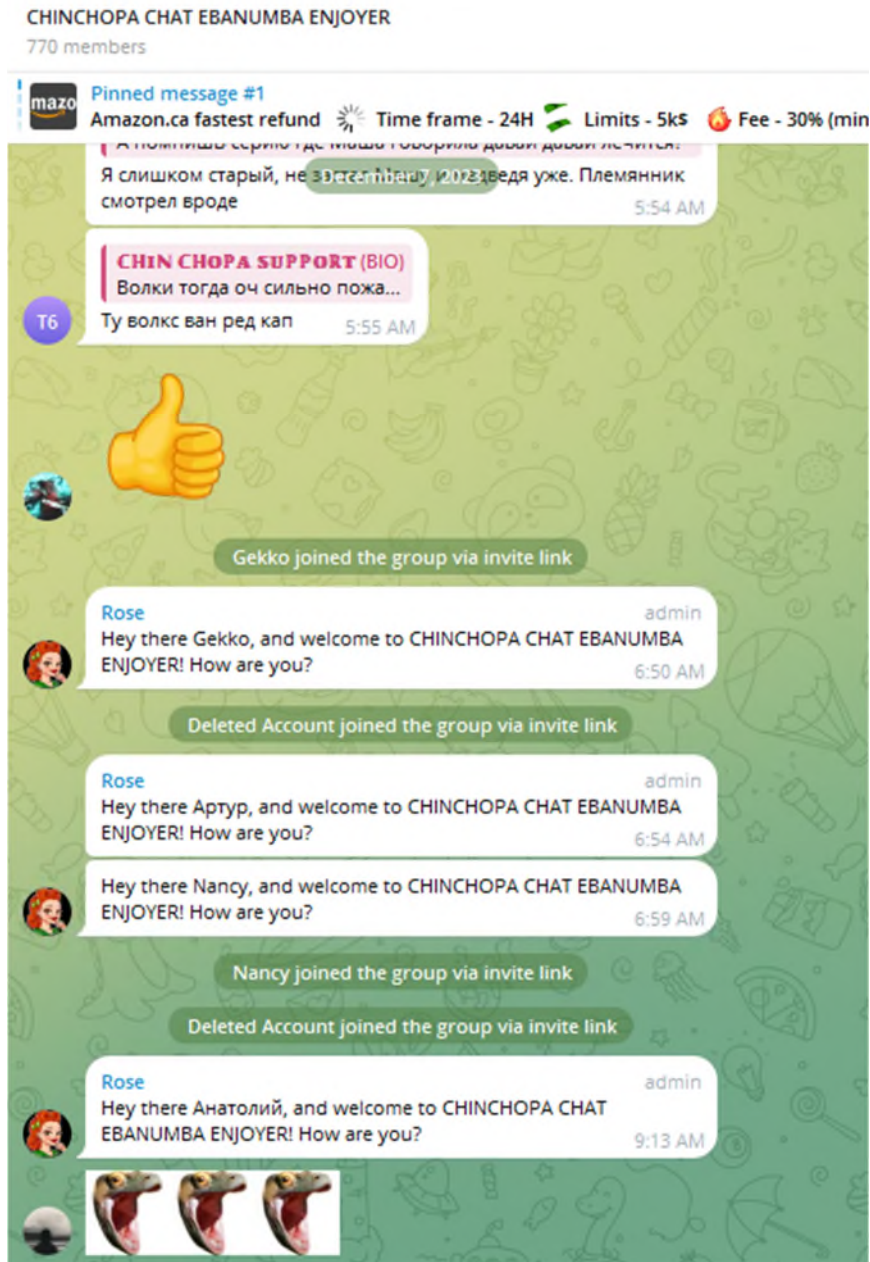
1 60. After the investigator received the refund, the investigator initiated another chat
2 conversation via Telegram with the user @CH1NCHOPAREFUND. The investigator told Chin
3 Chopa they would submit a Bitcoin payment “direct from [the investigator’s] blockchain” rather
4 than through Binance, and Chin Chopa confirmed they would accept this method. The
5 investigator completed a payment of \$134.88 to Bitcoin wallet address
6 1D3mPdqWLBbrrlpbiFGQ1QdvZCnD6Ec6hv. Chin Chopa confirmed they received the
7 payment.

8 **F. Defendants Continued Their Fraudulent Conduct After Amazon Notified**
9 **Them of Their Illegal Activity.**

10 61. On December 7, 2023, an investigator working on Amazon’s behalf posted a
11 message on Chin Chopa’s Telegram channel @CHINCHOPA CHAT EBANUMBA ENJOYER,
12 and sent a similar message to the admin of the channel, alerting Chin Chopa and its users that the
13 service that their activity was illegal. A screenshot of this message is on the following page.



62. This message was subsequently deleted on the Telegram channel, as shown in the screenshot on the following page. Despite this message, Chin Chopa continued to offer fraudulent refund services.



G. The Chin Chopa User Defendants' Role in the Fraudulent Scheme

63. Each of the eight known Chin Chopa User Defendants played a critical role in conspiring to defraud Amazon. Each Defendant sought out Chin Chopa based on its extensive web presence promoting its fraudulent conduct, engaged and conspired with Chin Chopa for the purposes of obtaining one or more free products from Amazon, and then actively promoted Chin Chopa's success online to expand the scheme's reach.

64. The Chin Chopa User Defendants each engaged in the following conduct in

1 furtherance of their role in the fraudulent scheme:

- 2 a. They each subscribe to or monitor Chin Chopa's online presence,
3 including the Chin Chopa Telegram channel, and, therefore, each saw
4 Chin Chopa's clear statements that it was engaged in a fraudulent refund
5 scheme.
- 6 b. They each placed one or more orders from Amazon for products with the
7 intent to commit refund fraud using Chin Chopa's refund fraud services.
- 8 c. Conspiring with Chin Chopa, they requested and received refunds from
9 Amazon for those products using one of Chin Chopa's fraudulent methods
10 described above. Specific examples of each Defendant's fraudulent
11 activity in connection with Chin Chopa is detailed in Exhibit A to this
12 Complaint and incorporated within the allegations of this Complaint.
- 13 d. They each agreed to the Amazon COU which provides that anyone
14 shopping at Amazon (1) may not misuse the Amazon Services; (2) may
15 use those services "only as permitted by law;" and (3) agrees to accept
16 responsibility for all activities that occur under their account or password.
- 17 e. They each provided one or more vouches for Chin Chopa's fraudulent
18 refund service that Chin Chopa used to solicit new members to join the
19 conspiracy to expand its fraudulent activity.

20 65. As an example, Defendant Justin Cook placed an Amazon order for a 2023
21 MacBook Pro, causing it to be shipped via Amazon Logistics. On information or belief, around
22 the time he placed the order, Cook engaged Chin Chopa to receive a fraudulent refund. On
23 information or belief, Chin Chopa then logged into Cook's Amazon account to obtain a refund,
24 using a fake police report. As a result, Cook and Chin Chopa stole a laptop and Chin Chopa
25 received hundreds of dollars for facilitating the fraud.


26 66. As another example, Defendant Brandon Wong placed an Amazon order for two
27 Apple 2023 MacBook Pro laptops and one 6th generation Apple iPad (totaling over 9,000 CAD),


causing the products to be shipped via Amazon Logistics. On information and belief, around January 24, 2024, Brandon Wong engaged Chin Chopa to receive a fraudulent refund of the products. On information and belief, Chin Chopa then logged into Wong's account to obtain a refund, claiming he received an empty box. As a result, Wong and Chin Chopa stole a laptop and an iPad, and Chin Chopa received hundreds of dollars for facilitating the fraud.

H. Amazon's Intellectual Property

67. Amazon exclusively owns numerous U.S. trademark registrations and pending applications. These trademarks are a critical component of consumers' ability to readily identify Amazon products and services—including genuine product return and refund services.

68. The following trademarks and service marks (collectively "Amazon Trademarks") were unlawfully used to further Defendants' scheme:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls. 35, 41, 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cls. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls. 18, 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)

<u>Mark</u>	<u>Registration No. (International Classes)</u>
	4067393 (Int. Cl. 38) 3904646 (Int. Cl. 35) 3911425 (Int. Cl. 45) 5100558 (Int. Cl. 39) 4,969,037 (Int. Cl. 40) 5129530 (Int. Cl. 9) 6178565 (Int. Cls. 16, 36, 41, 42)

69. The Amazon Trademarks have been used exclusively and continuously by Amazon and have never been abandoned. The above U.S. registrations for the Amazon Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie evidence of their validity and of Amazon's exclusive right to use the Amazon Trademarks pursuant to 15 U.S.C. § 1057(b).

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Civil Conspiracy

(Against All Defendants)

70. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

71. The Chin Chopa Operator Defendants and Chin Chopa User Defendants entered into an agreement to deprive and did deprive Amazon through the exploitation of Amazon's return services with the intent to injure Amazon and its business.

72. The Chin Chopa User Defendants agreed to engage in the fraudulent refund scheme orchestrated by the Chin Chopa Operator Defendants when they contacted the Chin Chopa Operator Defendants via Telegram or Nulled for a refund.

73. On information and belief, the Chin Chopa User Defendants were aware of each other's involvement through shared participation in the same Telegram channels and through

1 awareness from the vouches posted in the Telegram channels.

2 74. The Chin Chopa User Defendants helped to further the fraudulent refund scheme
3 by sharing information regarding successful fraudulent refunds through vouches posted to the
4 Telegram channels, which were available to other users. The Chin Chopa User Defendants also
5 furthered the fraudulent refund scheme by agreeing to share a portion of the fraudulent refunds
6 with the Chin Chopa Operator Defendants, thereby funding the fraudulent refund scheme.

7 75. On information and belief, upon engaging with the Chin Chopa Operator
8 Defendants regarding the logistics behind the refunding scheme, the Chin Chopa User
9 Defendants knew that the refund scheme was fraudulent and not a legitimate method of obtaining
10 Amazon refunds.

11 76. As a result of the Chin Chopa Operator Defendants' and Chin Chopa User
12 Defendants' deception, Amazon approved fraudulent refunds and spent numerous resources
13 through its customer support channels that it would not have otherwise spent. If Amazon had
14 known of the fraudulent activity carried out by the fraudulent scheme, Amazon would not have
15 issued refunds or spent numerous resources through its customer support channels. The Chin
16 Chopa Operator Defendants and Chin Chopa User Defendants have therefore been unjustly
17 enriched, and Amazon has suffered damage.

18 **SECOND CAUSE OF ACTION**

19 **Fraudulent Misrepresentation**

20 **(Against All Defendants)**

21 77. Amazon incorporates by reference the factual allegations contained in Sections I–
22 IV as though set forth herein.

23 78. Upon information and belief, Chin Chopa User Defendants authorized Chin
24 Chopa Operator Defendants to make numerous false representations to Amazon, as outlined in
25 Section IV.G and Exhibit A. Chin Chopa Operator Defendants made these statements on behalf
26 of and for the benefit of Chin Chopa User Defendants.

27 79. Between at least September 21, 2023, and February 17, 2024, when working with

1 the Chin Chopa User Defendants, Chin Chopa Operator Defendants made numerous false
2 representations to Amazon, including but not limited to: (1) on information and belief,
3 contacting Amazon Customer Service employees posing as Chin Chopa User Defendants; and
4 (2) providing false statements to Amazon Customer Service employees regarding product
5 refunds, submitting false documentation claiming a product was never received, or falsely stating
6 the user had not received the product ordered. The date, time, and manner of each of the Chin
7 Chopa User Defendant's fraudulent returns and false representations are identified in Section
8 IV.G and Exhibit A.

9 80. Chin Chopa Operator Defendants' representations to Amazon, as outlined in
10 Section IV.G and Exhibit A, were material.

11 81. Upon information and belief, Chin Chopa Operator Defendants' representations to
12 Amazon, as outlined in Section IV.G and Exhibit A, were knowingly false or made recklessly
13 without knowledge of the truth of the statement.

14 82. Upon information and belief, Chin Chopa Operator Defendants' representations
15 were made in an effort to mislead Amazon to believe that Amazon customers were requesting
16 valid returns. And upon information and belief, it was Chin Chopa Operator Defendants' intent
17 that the misrepresentations should be acted upon by Amazon.

18 83. Amazon reasonably and justifiably relied on Chin Chopa Operator Defendants'
19 representations by processing Chin Chopa User Defendants' fraudulent refund requests.
20 Amazon did not know of the falsity of Chin Chopa Operator Defendants' representations. Had
21 Chin Chopa Operator Defendants informed Amazon that each refund request was fraudulent,
22 Amazon would not have approved such requests.

23 84. As a material and direct result of Chin Chopa Operator Defendants' fraudulent
24 statements, Amazon approved fraudulent refund requests, causing Amazon to suffer damages.

THIRD CAUSE OF ACTION

Negligent Misrepresentation

(Against All Defendants)

85. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

86. Upon information and belief, Chin Chopa User Defendants authorized Chin Chopa Operator Defendants to make numerous false representations to Amazon, as outlined in Section IV.G and Exhibit A. Chin Chopa Operator Defendants made these statements on behalf of and for the benefit of Chin Chopa User Defendants.

87. Between at least September 21, 2023, and February 17, 2024, when working with the Chin Chopa User Defendants, Chin Chopa Operator Defendants made numerous false representations to Amazon, including but not limited to: (1) on information and belief, contacting Amazon Customer Service employees posing as Chin Chopa User Defendants; and (2) providing false statements to Amazon Customer Service employees regarding product refunds, submitting false documentation claiming a product was never received, or falsely stating the user had not received the product ordered. The date, time, and manner of each of the Chin Chopa User Defendants’ fraudulent returns and false representations are identified in Section IV.G and Exhibit A.

88. Chin Chopa Operator Defendants’ representations to Amazon, as outlined in Section IV.G and Exhibits A, were material.

89. Upon information and belief, Chin Chopa Operator Defendants’ representations to Amazon, as outlined in Section IV.G and Exhibits A, were knowingly false or made recklessly without knowledge of the truth of the statement.

90. Upon information and belief, Chin Chopa Operator Defendants’ representations were made in an effort to mislead Amazon to believe that Amazon customers were requesting valid returns. And upon information and belief, it was Chin Chopa Operator Defendants’ intent that the misrepresentation should be acted upon by Amazon.

92. As a material and direct result of Chin Chopra Operator Defendants' representations, Amazon approved fraudulent refund requests causing Amazon to suffer damages.

Conversion

93. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

94. At all times applicable to this dispute, Amazon had a right to possess the refunds fraudulently obtained by Defendants, as reflected in the Chin Chopra User Defendants' transaction histories and vouches, identified in Section IV.G. This amount includes the percentage of the refunds the Chin Chopra Operator Defendants obtained from the Chin Chopra User Defendants in exchange for their fraudulent services.

95. All Defendants willfully obtained fraudulent refunds as reflected in the Chin Chopa User Defendants' transaction histories and vouches, identified in Section IV.G. This amount includes the refunds the Chin Chopa Operator Defendants obtained from the Chin Chopa User Defendants in exchange for their fraudulent services. Amazon did not consent to issuing refunds under these fraudulent circumstances. As a result, all Defendants continue to wrongfully exercise control over the refund amounts issued by Amazon.

96. Without Amazon's authority, all Defendants have substantially interfered with Amazon's possession of product refunds by knowingly or intentionally preventing Amazon from possession of the refund amounts.

Operator Defendants and Chin Chopa User Defendants consisting of the benefit conferred by the revenues derived from Defendants' wrongful conduct at Amazon's expense and all profits derived from that wrongful conduct.

104. Amazon is entitled to the establishment of a constructive trust consisting of the benefit conferred upon Chin Chopa Operator Defendants and Chin Chopa User Defendants by the revenues derived from their wrongful conduct at Amazon's expense and all profits derived from that wrongful conduct.

105. Amazon is further entitled to full restitution of all amounts by which Chin Chopa Operator Defendants and Chin Chopa User Defendants have been unjustly enriched at Amazon's expense.

SIXTH CAUSE OF ACTION

In the Alternative, Breach of Contract

(Against All Defendants)

106. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

107. The Chin Chopa User Defendants entered into Amazon's COU by way of creating their Amazon account or placing orders as described in Section IV.G and Exhibit A. The Chin Chopa User Defendants established a binding and enforceable contract with Amazon and have therefore accepted and at all relevant times were bound by Amazon's COU.

108. The Chin Chopa Operator Defendants, by accessing the Chin Chopa User Defendants' Amazon accounts as part of their fraudulent scheme, also established a binding and enforceable contract with Amazon and have therefore accepted and at all relevant times were bound by Amazon's COU.

109. Amazon fully performed all of its obligations under the COU with the Chin Chopa Operator Defendants and the Chin Chopa User Defendants or was excused from doing so.

110. The Chin Chopa Operator Defendants materially breached the COU by, among other actions: (1) accessing the Chin Chopa User Defendants' accounts; and (2) circumventing

1 Amazon's policies and procedures concerning order refunds.

2 111. The Chin Chopa User Defendants materially breached the COU by, among other
3 actions: (1) misusing Amazon Services; and (2) circumventing Amazon's policies and
4 procedures concerning order refunds.

5 112. By allowing the Chin Chopa Operator Defendants to access their accounts, the
6 Chin Chopa User Defendants are also responsible for all activities that occurred under their
7 account or password per the terms of the COU, as described in Section IV.

8 113. The Chin Chopa Operator Defendants and the Chin Chopa User Defendants'
9 breaches have caused significant harm to Amazon, and Amazon is entitled to damages in an
10 amount to be determined.

11 **SEVENTH CAUSE OF ACTION**

12 **Trademark Infringement (15 U.S.C. § 1114)**

13 **(Against the Chin Chopa Operator Defendants)**

14 114. Amazon incorporates by reference the factual allegations contained in Sections I–
15 IV as though set forth herein.

16 115. The Chin Chopa Operator Defendants' activities infringe the Amazon
17 Trademarks.

18 116. Amazon advertises, markets, and distributes its products and services using the
19 Amazon Trademarks and uses them to distinguish their products and services from the products
20 and services of others in the same or related fields.

21 117. Because of Amazon's long, continuous, and exclusive use of the Amazon
22 Trademarks, the Amazon Trademarks have come to mean—and are understood by customers,
23 users, and the public to signify—products and services from Amazon.

24 118. The Chin Chopa Operator Defendants use the Amazon Trademarks in commerce
25 in a manner that is intended or likely to cause, at least initially, confusion, mistake, or deception
26 as to source, origin, or authenticity of the Chin Chopa's Telegram channel, Chin Chopa's
27 Telegram posts, and Chin Chopa's purported services.

1 119. Further, the Chin Chopa Operator Defendants' activities are likely to lead
2 Amazon's customers to incorrectly believe, at least initially, that Chin Chopa's Telegram
3 channel, Chin Chopa's Telegram posts, and Chin Chopa's purported services originate with or
4 are authorized by Amazon, thereby harming Amazon.

5 120. At a minimum, the Chin Chopa Operator Defendants acted with willful blindness
6 to or in reckless disregard of their lack of authority to use the Amazon Trademarks and the
7 confusion that the use of the Amazon Trademarks had on consumers as to the source,
8 sponsorship, affiliation, or approval by Amazon of the services purportedly provided by Chin
9 Chopa Operator Defendants.

10 121. The Chin Chopa Operator Defendants are subject to liability, jointly and
11 severally, for the wrongful conduct alleged herein, both directly and under various principles of
12 secondary liability, including without limitation respondeat superior, vicarious liability, and/or
13 contributory infringement.

14 122. The Chin Chopa Operator Defendants' wrongful conduct includes the use of the
15 Amazon Trademarks, as well as false and misleading statements about or related to Amazon in
16 connection with Chin Chopa's commercial advertising or promotion. Examples of the date,
17 time, and manner of Chin Chopa Operator Defendants' false and misleading statements about or
18 related to Amazon are identified in Section IV.D, such as the use of Amazon's logos posted on
19 Telegram above an advertisement stating that the Chin Chopa Operator Defendants provide
20 "instant refunds."

21 123. The Chin Chopa Operator Defendants have used the Amazon Trademarks to
22 cause confusion, mistakes, or to deceive customers. On information and belief, the Chin Chopa
23 Operator Defendants' conduct initially misleads and confuses Amazon customers as to the
24 authenticity of the services advertised, marketed, or offered in connection with Amazon
25 Trademarks, diverting them from Amazon's genuine return process. For example, Amazon
26 customers may initially believe the Chin Chopa Operator Defendants offer legitimate Amazon
27 refund services after reading the statement that the Chin Chopa Operator Defendants provide

1 “instant refunds.”

2 124. The Chin Chop Operator Defendants’ acts constitute willful false statements in
3 connection with goods and/or services distributed in interstate commerce, in violation of 15
4 U.S.C. § 1125(a).

5 125. As a result of the Chin Chop Operator Defendants’ wrongful conduct, Amazon is
6 entitled to recover its actual damages, the Chin Chop Operator Defendants’ profits attributable
7 to the infringement, and treble damages and attorneys’ fees pursuant to 15 U.S.C. § 1117(a)–(b).
8 The amount of money due from the Chin Chop Operator Defendants to Amazon is unknown to
9 Amazon and cannot be ascertained without a detailed accounting. Alternatively, Amazon is
10 entitled to statutory damages under 15 U.S.C. § 1117(c).

11 126. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
12 below. Amazon has no adequate remedy at law for the Chin Chop Operator Defendants’
13 wrongful conduct because, among other things: (a) the Amazon Trademarks are unique and
14 valuable property; (b) the Chin Chop Operator Defendants’ infringement constitutes harm to
15 Amazon’s reputation and goodwill such that Amazon could not be made whole by any monetary
16 award; (c) if the Chin Chop Operator Defendants’ wrongful conduct is allowed to continue, the
17 public is likely to become further confused, mistaken, or deceived as to the source, origin, or
18 authenticity of the services being offered by Chin Chop’s Telegram channel and posts; and
19 (d) the Chin Chop Operator Defendants’ wrongful conduct and the resulting harm to Amazon is
20 continuing.

21 **EIGHTH CAUSE OF ACTION**

22 **False Designation of Origin, Sponsorship, Approval, or Association, and False Advertising**

23 **(15 U.S.C. § 1125(a))**

24 **(Against the Chin Chop Operator Defendants)**

25 127. Amazon incorporates by reference the factual allegations contained in Sections I–
26 IV as though set forth herein.

27 128. Amazon advertises, markets, and distributes its products and services using the

1 Amazon Trademarks, and it uses these trademarks to distinguish its products and services from
2 the products and services of others in the same or related fields.

3 129. Because of Amazon's long, continuous, and exclusive use of the Amazon
4 Trademarks, they have come to mean and are understood by customers, end users, and the public
5 to signify products and services from Amazon.

6 130. Amazon has also designed distinctive and aesthetically pleasing displays, logos,
7 icons, and graphic images (collectively, "Amazon designs") for its websites.

8 131. The Chin Chopa Operator Defendants' wrongful conduct includes the use of the
9 Amazon Trademarks, Amazon's name, or imitation designs (specifically displays, logos, icons,
10 and/or graphic designs virtually indistinguishable from the Amazon designs), and false
11 statements regarding Amazon and its products or services in connection with the Chin Chopa
12 Operator Defendants' commercial advertising or promotion. Examples of the date, time, and
13 manner of Chin Chopa Operator Defendants' false and misleading statements about or related to
14 Amazon are identified in Section IV.D, such as the use of Amazon's logos posted on Telegram
15 above an advertisement that the Chin Chopa Operator Defendants provide "instant refunds."

16 132. The Chin Chopa Operator Defendants have used the Amazon Trademarks,
17 Amazon's name, and/or imitation designs in a manner that is intended or likely to cause
18 confusion, to cause a mistake, or to deceive customers. On information and belief, the Chin
19 Chopa Operator Defendants' wrongful conduct initially misleads and confuses Amazon
20 customers as to the origin, approval of, and authenticity of the goods and services advertised,
21 marketed, offered, or distributed in connection with Amazon's Trademarks, name, and imitation
22 visual designs and wrongfully trades upon Amazon's goodwill and business reputation.

23 133. The Chin Chopa Operator Defendants' acts constitute willful false statements in
24 connection with goods and/or services distributed in interstate commerce, in violation of 15
25 U.S.C. § 1125(a).

26 134. The Chin Chopa Operator Defendants are subject to liability for the wrongful
27 conduct alleged herein, both directly and under various principles of secondary liability,

1 including without limitation respondeat superior, vicarious liability, and/or contributory
2 infringement.

3 135. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
4 below. The Chin Chop Operator Defendants' acts have caused irreparable injury to Amazon.
5 The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary
6 damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate
7 remedy at law.

8 136. As a result of the Chin Chop Operator Defendants' wrongful conduct, Amazon is
9 entitled to recover its actual damages, the Chin Chop Operator Defendants' profits, and treble
10 damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due to
11 Amazon is unknown and cannot be ascertained without a detailed accounting by the Chin Chop
12 Operator Defendants.

13 VI. PRAYER FOR RELIEF

14 WHEREFORE, Amazon respectfully prays for the following relief:

15 A. That the Court enter judgment in favor of Amazon on all claims;

16 B. That the Court issue an order permanently enjoining all Defendants, their officers,
17 agents, representatives, employees, successors and assigns, and all others in active concert or
18 participation with them from:

19 (i) Making any statement of an affiliation or connection to Amazon in
20 connection with any offer, survey, commercial email, marketing
21 campaign, or website;

22 (ii) Opening, acquiring, or using any Amazon account to order any product or
23 service, and from claiming any refund or concession from Amazon;

24 (iii) Using or interacting with any Telegram, Nulled, or other private channel
25 media platforms, accounts, servers, or channels affiliated with the
26 fraudulent refund scheme;
27

(iv) Creating any new Telegram, Nulled, or other private channel media platforms, accounts, servers, or channels affiliated with the fraudulent refund scheme; and

(v) Engaging in any and all of the activity alleged herein, any acts causing any of the injury complained of, and any acts assisting, aiding or abetting any other persons or business entities in engaging in or performing any of the activity complained of herein or from causing any of the injury complained of herein.

C. That the Court issue an order permanently enjoining the Chin Chop Operator Defendants, their officers, agents, representatives, employees, successors and assigns, and all others in active concert or participation with them from:

(i) Using the Amazon Trademarks in connection with any offer, survey, commercial email, marketing campaign, or website;

(i) Using any other indication of Amazon's brand in connection with any offer, survey, commercial email, marketing campaign, or website; and

(ii) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (iii) above.

D. That the Court enter an order requiring Defendants to provide Amazon a full and complete accounting of all gross and net amounts earned in connection with the scheme alleged in this Complaint;

E. That Defendants' profits from the unlawful scheme alleged in this Complaint be disgorged pursuant to 15 U.S.C. § 1117(a);

F. That the Court enter an order requiring Defendants to disgorge the full value of the product refunds pursuant to Washington law or otherwise allowed by law and declaring that Defendants hold in trust, as constructive trustees for the benefit of Amazon, their illegal profits gained from this fraudulent scheme.

1 G. That the highest market value of the replacement products between the time of
2 conversion and the date of Amazon's Complaint for Damages and Injunctive Relief be disgorged
3 pursuant to Washington law or otherwise allowed by law.

4 H. That Defendants, jointly and severally, be required to pay all general, special,
5 actual, and statutory damages which Amazon has sustained or will sustain as a consequence of
6 Defendants' unlawful acts, including for unjust enrichment, and that such damages be enhanced,
7 doubled, or trebled as provided for by 15 U.S.C. § 1117(a)–(b) or otherwise allowed by law;

8 I. That Defendants be required to pay the costs of this action and Amazon's
9 reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C.
10 § 1117 or otherwise allowed by law;

11 J. That Defendants be required to pay restitution to Amazon in an amount equal to
12 their unjust enrichment; and

13 K. That the Court grant Amazon such other, further, and additional relief as the
14 Court deems just and equitable.

1 DATED this 23rd day of July, 2024.

2 Davis Wright Tremaine LLP
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